PREPARED BY (AND RETURN TO):
**WILKINS & IVEY**, Attorneys
2405 Crestmoor Road; P.O. Box 150157
Nashville, Tennessee 37215-0157
Ph. (615) 298-3312 - Fax. 292-8746

W & I Ref: (kd) (Title No: 34796)
Dav. Co. File: Box 8

CHRISTY WILKINS NOTARY PUBLIC AT LARGE DAVIDSON COUNTY TENN. EXP. 9/16/95

State of Tennessee
County of Davidson
The actual consideration or value, whichever is greater, for this transfer is: $ 150000.00

Affiant

Sworn and subscribed before me this 28th day of February, 1994.

Notary Public

My Comm. Expires:

| ADDRESS NEW OWNER: | RESPONSIBLE FOR PAYMENT OF TAXES: | MAP-PARCEL NUMBERS |
|---|---|---|
| Frank Roesch, Trustee<br>211 Printers Alley<br>Nashville, Tennessee 37201 | SAME | 93-2-3B-11 |

# *WARRANTY DEED*

**FOR AND IN CONSIDERATION** of the sum of Ten Dollars, cash in hand paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned **Louis Komisar, a single person,** hereinafter called the **Grantor**, has bargained and sold, and by these presents does hereby transfer and convey unto **Frank Roesch, Trustee,** hereinafter called the **Grantee**, Grantee's heirs and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described as follows: **To Wit:**

A certain condominium apartment in Davidson County, Tennessee, being Unit space labeled 6-A/2F (being the 6th floor and accompanying storage area of said Project) as shown on the plan recorded in Book 5200, page 331, Register's Office for Davidson County, Tennessee, excepting and reserving any portion of the common elements lying within said unit and easements through said unit appurtenant to the common elements and other units, all as set forth in said declaration, and an undivided 20% interest appurtenant to the unit in all common element of said Project as described in said declaration including the building and land described below:

LAND in Davidson County, Tennessee, being part of Lot No. 41 on the Original Plan of Nashville, not of record being Lot No. 2 and the northerly part of Lot No. 3 in the Subdivision of the John Waters Property, plan not of record, described as follows:

BEGINNING on the westerly margin of Third Avenue, North 160 feet 8 inches northerly from the northerly margin of Church Street, being Stelzer's and Brown's northeast corner; thence with the westerly margin of sad Avenue, northerly 30 feet more or less, to the corner of Lots 2 and 1 of the Water's Plan, now being Gertrude . Whitworth's southeast corner; thence with Whitworth's south line and with the line between Lots 1 and 2 westerly 174 feet, more or less to the easterly margin of said alley, southerly 30 feet, more or less, to said Stelzer's and Brown's northwest corner; thence with their North line easterly 175 feet, more or less, to the beginning.

BEING the same property conveyed to Louis Komisar, a single man, by quitclaim deed from J. M. Grissim, Trustee, of record in Book 5758, page 730, Register's Office for Davidson County, Tennessee.

The property herein conveyed is subject to the restrictions, easements, liens and other matters set forth in the Master Deed and By-Laws of record in Book 5741, Page 389, said Register's Office, and to the matters set forth in the referenced Condominium Plan of record and to any and all matters shown on the herein referenced Plan of record in said Register's Office.

This instrument is executed on behalf of Louis Komisar by David Komisar as Attorney in Fact pursuant to a Power of Attorney being recorded concurrently herewith. The affidavit of said Attorney in Fact is attached as "Exhibit A" to or on this instrument and incorporated herein by reference.

**This is improved property, known as:** 211 Printers Alley, Nashville, Tennessee 37201

**TO HAVE AND TO HOLD** the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Grantee, Grantee's heirs or assigns, forever.

**GRANTOR COVENANTS** with the said Grantee that Grantor is lawfully seised and possessed of said land in fee simple, has a good right to convey it, and the same is unencumbered, unless otherwise herein set out.

**GRANTOR FURTHER COVENANTS** and binds Grantor, Grantor's heirs and representatives, to warrant and forever defend the title to the said land to the said Grantee, Grantee's heirs and assigns, against the lawful claims of all persons whomsoever.

**WITNESS THE EXECUTION HEREOF** this 28th day of February, 1994.

Louis Komisar, By: David Komisar

**Louis Komisar, By: David Komisar, Atty-In-Fact**

State of Tennessee
County of Davidson

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named **David Komisar**, with whom I am personally acquainted (or whose identity was proved to me on the basis of satisfactory evidence), and who acknowledged the execution of the within instrument on behalf of **Louis Komisar**, as Attorney-in-Fact, as the free act and deed of the said Principal.

Witness my hand and official seal at Nashville, Tennessee, this the 28th day of February, 1994.

CHRISTY WILKINS IVEY NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

Notary Public

My Commission Expires: EXP. 9/16/95

27791
IDENTIFICATION REFERENCE

94 MAR 15 AM 9:34
FELIX A. JOHNSON REGISTER
DAVIDSON COUNTY, TN.

**EXHIBIT "A"**
**To**
**WARRANTY DEED**

**FROM: Louis Komisar**

**TO: Frank Roesch, Trustee**

# AFFIDAVIT

The undersigned Affiant, being first duly sworn, deposes and says as follows:

1. That the document to which this affidavit is exhibited was executed by the undersigned as attorney-in-fact for the principal thereon shown.

2. That the execution is proper and within the scope of the power-of-attorney referenced in the instrument.

3. That at the time of execution of said document the Affiant had no knowledge or notice of the termination of the power-of-attorney, either by revocation or by the principal's death, disability, or incapacity.

Further the Affiant Saith not.

References to the singular include the plural, when applicable.

**David Komisar, Affiant**

Sworn to and subscribed before me this

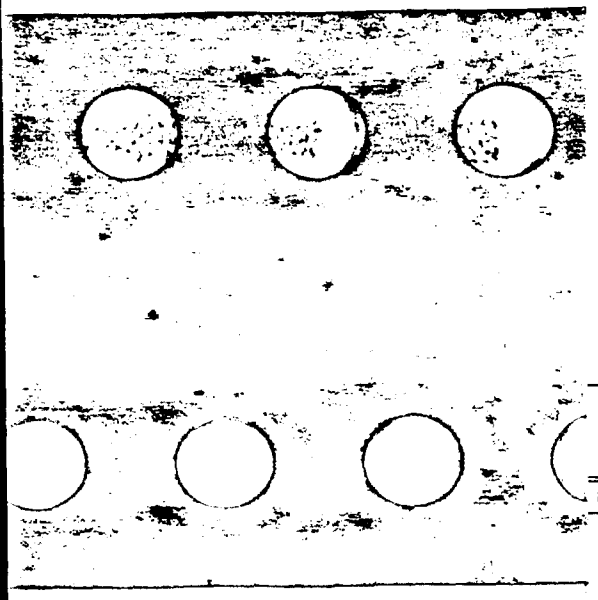
28th day of February, 1994.

Notary Public

CHRISTY WILKINS IVEY NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

My Commission Expires: EXP. 9/16/95

1798 03/15 0101 03CHECK 564.00



**OFFICIAL RECEIPT**

**FELIX Z. WILSON, II**

**REGISTER OF DAVIDSON COUNTY**
**NASHVILLE, TENNESSEE**

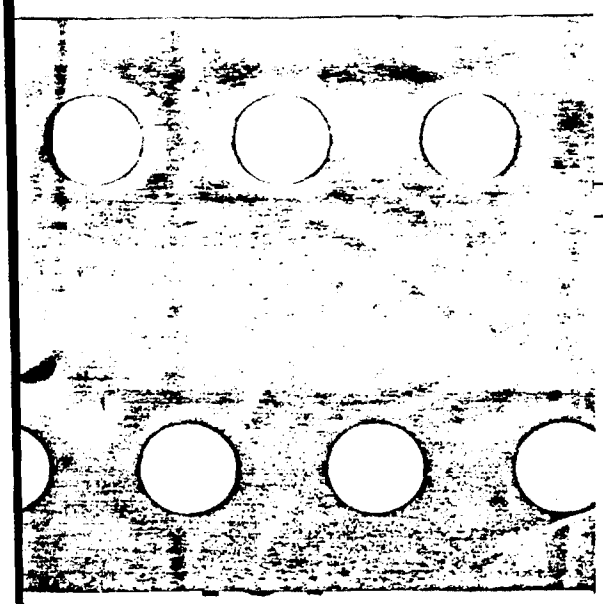
RECEIVED OF _____

FOR _____

BOOK 9278 PAGE 784

| | | |
|---|---|---|
| CO - CONVEYANCE | CC - CERTIFIED COPY | MISC - MISCELLANEOUS |
| MO - MORTGAGE | REL - RELEASE | CO TX - STATE TAX CONVEY |
| WD - WARRANTY DEED | UCC - UNIFORM COMMERCIAL CODE | MO TX - STATE TAX MORT |
| TD - TRUST DEED | | PRFEE - PROBATE FEE |

| DATE | SYMBOL | VALUATION | TAX AND FEES | TOTAL PAID |
|---|---|---|---|---|
| | | | CAMT | |
| | | | | 150000.00 |
| | | | CON TX | 555.00 |
| | | | PRFEE | 1.00 |
| | | | WDEED | 8.00 |
| | | | TOTAL | 564.00 |
| | | | CHECK | 564.00 |
| 03/15/94 | 01 | | 09:34 0001 | 1798 |



RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

27791
IDENTIF. & REFERENCE

94 MAR 15 AM 9:34
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

No. 767171